











CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	06-19-12	AGENDA REQUEST NO:	IV-A
INITIATED BY:	KEISHA E. SEALS,  ENGINEER III	RESPONSIBLE DEPARTMENT:	ENGINEERING
PRESENTED BY:	KEISHA E. SEALS,  ENGINEER III	DIRECTOR:	CHRISTOPHER STEUBING, P.E., C.F.M., CITY ENGINEER 
		ADDITIONAL DIRECTOR (S):	N/A
SUBJECT / PROCEEDING:	STATE HIGHWAY 6 AND DULLES AVENUE INTERSECTION IMPROVEMENTS FOR THE DULLES AVENUE UPGRADE PROJECT – CIP ST0801 AUTHORIZE CONSTRUCTION CONTRACT WITH ISI CONTRACTING, INC.		
EXHIBITS:	CONTRACT RECOMMENDATION OF AWARD LETTER		
CLEARANCES		APPROVAL	
LEGAL:	EUGENIA A. CANO, ACTING CITY ATTORNEY 	ASSISTANT CITY MANAGER:	KAREN DALY 
PURCHASING:	TODD REED, PURCHASING MANAGER 	ASSISTANT CITY MANAGER:	N/A
BUDGET:	RAZEEDA BOOCHOON,  SR. BUDGET ANALYST	CITY MANAGER:	ALLEN BOGARD 
BUDGET			
EXPENDITURE REQUIRED: \$		1,569,216.70	
CURRENT BUDGET: \$		1,600,000.00	
ADDITIONAL FUNDING: \$		N/A	
RECOMMENDED ACTION			
Authorize execution of a construction contract between the City of Sugar Land and ISI Contracting, Inc. for the reconstruction and intersection improvements at State Highway 6 (SH 6) and Dulles Avenue as part of the Dulles Avenue Upgrade Project, CIP ST0801, in an amount not to exceed \$1,569,216.70.			

EXECUTIVE SUMMARY

The City Council awarded the design contract for the Dulles Avenue Upgrade Project in November 2008. The consultant, Freese and Nichols, Inc., prepared design plans for the reconstruction of the existing section from Avenue E to U.S. Highway 90A and intersection improvements at State Highway 6, Cartwright and Lexington Boulevards. The design included the construction of a 4-lane boulevard section of roadway with curb and gutter, water line, storm sewer, decorative traffic signals, street lighting and pedestrian sidewalk improvements from Avenue E to US 90A. The intersection design included various turn lane improvements to provide increased levels-of-service (LOS) and improved time delays in turning movements.

A portion of the project was awarded to James Construction Group, L.L.C. in May 2011 in the amount of \$9,496,875.00. James Construction Group, LLC began the reconstruction of Avenue E to US Highway 90A in July 2011. This portion of the project included the intersection improvements at Cartwright Road and Lexington Boulevard. The project is nearly halfway complete and is anticipated to be completed in February 2013. The SH 6 and Dulles Avenue intersection was excluded from the original bid due to the environmental review process with the Texas Department of Transportation (TxDOT).

The remaining portion of the project, SH 6 and Dulles Avenue intersection improvements, advertised for bid in March 2012 and two bids were received. Base bid costs ranged from \$1,569,216.70 to \$1,628,628.28. The engineer's probable construction cost based on items that were bid was \$1,315,145.00. The apparent low bidder was ISI Contracting, Inc.

The work at this intersection includes a number of different items and types of improvements including:

- Traffic Signal Installation
- Drainage Improvements
- Pavement widening on SH 6
- New approach lanes on Dulles to accommodate additional turn lanes

ISI Contracting, Inc. was contacted and has agreed to enter into a contract with the City for this project with a bid amount of \$1,569,216.70. The signed Standard Contract for Civil Engineering Construction Projects is included as an exhibit. The letter of recommendation from Freese and Nichols, Inc. with the base bid tabulation is also included as an exhibit.

Funding for the remaining portion of the project was budgeted out of the CIP ST0801 with a remaining balance of \$1,600,000. There is a contingency included in the contract price for additional work if needed in the amount of \$75,000. These funds will be expended only if a change is identified and the need arises during construction.

The Engineering Department recommends that the City Council authorize execution of a construction contract between the City of Sugar Land and ISI Contracting, Inc. for the reconstruction and intersection improvements at SH 6 and Dulles Avenue as part of the Dulles Avenue Upgrade Project, Project CIP ST0801, in a maximum amount of \$1,569,216.70.

EXHIBITS

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 1-3-12)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: **State Highway 6, Dulles Avenue, and Austin Parkway Intersection Improvements**

Contractor: **ISI Contracting, Inc.**

Name of Engineering Firm, if any: **Freese and Nichols, Inc.**

Name of Owner's Project Manager: **Keisha Seals**

Base Bid: **\$1,494,216.70**

Misc. Contingency (Section C): **\$75,000.00**

Alternate Bid Item Nos.: **None**

Total Alternate Bid Items Amount: **None Selected for the Contract**

Contract Price (Base Bid + Misc. Contingency): **\$1,569,216.70**, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 180 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Calendar Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$1,000 per Calendar Day

information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.]

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and

3. Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

H. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

I. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

J. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

K. Compliance with CenterPoint Houston Electric, LLC's Tariff. The Contractor must comply with CenterPoint Houston Electric, LLC's or its successor's (CenterPoint) most current tariff filed with the Texas Public Utility Commission. If electrical facilities are installed that require indemnity under the tariff, **CONTRACTOR ASSUMES THE RISK OF AND SHALL INDEMNIFY THE CITY, CENTERPOINT HOUSTON ELECTRIC, LLC (CENTERPOINT), THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO THE CITY OF SUGAR LAND'S (CITY) PROPERTY OR TO PROPERTY OF CENTERPOINT WHEN OCCASIONED BY ACTIVITIES OF THE CITY, CONTRACTOR, OR THIRD PARTIES ON THE CITY'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT OR REPAIR OF CENTERPOINT'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY", SECTION 5.2 OF CENTERPOINT'S TARIFF.**

L. Railroad Requirements. If this Project involves work on or use of Union Pacific Railroad Company's property, whether through construction of an at-grade crossing, installation of utilities, or other City use, the Contractor must comply with the Railroad's requirements, the City's agreement with the Railroad, and the applicable federal, state and local laws regulations and enactment affecting the Work. **ALSO, CONTRACTOR RELEASES, DEFENDS AND INDEMNIFIES UNION PACIFIC RAILROAD COMPANY (RAILROAD) AND THE CITY FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, COST, OR EXPENSE INCURRED BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, THE CONTRACTOR'S AND THE CITY OF SUGAR LAND'S PROPERTY OR EQUIPMENT (COLLECTIVELY, THE "LOSS") THAT ARISES FROM THE PRESENCE OR ACTIVITIES OF CONTRACTOR'S AND CITY'S EMPLOYEES ON RAILROAD'S PROPERTY, EXCEPT TO THE EXTENT THAT ANY LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE CITY OR THE RAILROAD. FURTHER, IF THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ENACTMENTS, RESULTS IN ANY FINE, COST OR CHARGE BEING ASSESSED,**

IMPOSED OR CHARGED AGAINST THE CITY OR THE RAILROAD, THE CONTRACTOR SHALL REIMBURSE AND INDEMNIFY THE CITY OR RAILROAD FOR ANY SUCH FINE, PENALTY, COST, OR CHARGE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES. UPON THE RAILROAD'S OR CITY'S NOTICE OF ANY SUCH ACTION BEING PROVIDED BY THE RAILROAD OR THE CITY, THE CONTRACTOR AGREES TO DEFEND SUCH ACTION FREE OF COST, CHARGE OR EXPENSE TO THE CITY OR THE RAILROAD.

III. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Engineer's Specifications, including any special shoring requirements
4. Engineer's Plans
5. Contractor's Bid for the Project
6. Performance Bond
7. Payment Bond
8. Labor Classification and Minimum Wage Rates
9. State of Texas Workers' Compensation Insurance Coverage Addendum
10. Minimum Insurance Policy Limits for Large Construction Projects
11. Notice to Proceed
12. Contractor's Affidavit of Bills Paid
13. Notice to Bidders
14. Instructions to Bidders
15. Change Orders
16. Addenda
17. Conflict of Interest Questionnaire
18. Geo-Tech Report (if Contract involves trench excavation exceeding depth of five feet)

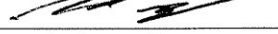
If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

By: 
Name: MARK BROWNE
Title: CHIEF ESTIMATOR
Date: 6



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April 26, 2012

Ms. Keisha E. Seals
Project Manager
City of Sugar Land
2700 Town Center Boulevard North
Sugar Land, Texas 77479

RE: State Highway 6, Dulles Avenue & Austin Parkway Intersection Improvements
CIP Project No. ST0801
Recommendation of Award

Dear Ms. Seals,

Listed below is the summary of bids for the **State Highway 6, Dulles Avenue & Austin Parkway Intersection Improvements CIP Project No. ST0801**. A total of two bid proposals were received on April 19, 2012.

Summary of Bids:

	Base Bid	Base Bid + Contingency
1) ISI Contracting, Inc.	\$1,494,216.70	\$1,569,216.70
2) Jerdon Enterprise, L.P.	\$1,553,628.28	\$1,628,628.28

Freese and Nichols' estimate for the Base Bid was \$1,315,145. Our estimate was in line with James Construction's unit prices for the current project under construction plus adjustments for higher fuel & material costs and general construction price escalation which ended up being around 20%. Some of reasons for higher bids are: Low number of bidders, higher bid prices for traffic control and signal for SH 6 than estimated, higher bid for SH 6 medians, and higher bid for Austin & Dulles section of the project. A copy of the bid tabulation is attached for your use and information.

Based on the references checked and recent project for the City, **ISI Contracting** appears to have a good record on this type of project. We were told they are very responsive, easy to work with, and provide good, quality work. Based on this information, Freese and Nichols recommends that the **City of Sugar Land** award the construction contract, including miscellaneous contingency (\$75,000), for this project to **ISI Contracting** in the amount of **\$1,569,216.70**.

If you have any questions, please call me at (832) 456-4722.

Sincerely,

Mehran (Ron) Bavarian, P.E.
Associate, Southeast Division Infrastructure Manager